

UNITED BANK

RECORDATION NO. _____

12734-B
Filed 1425

United Bank and Trust of Madison
P.O. Box 388
222 West Washington Avenue
Madison, Wisconsin 53703
(608) 252-1500
RECORDATION NO. 12734-A
Filed 1425

RECORDATION NO. 12734-C
Filed 1425

JAN 9 1981 -2 20 PM

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

United States of America
12th & Constitutional Avenue Northwest
Washington, D. C. 20423
ATTENTION: Mildred Lee - Room 2303

Dear Ms. Lee:

Our bank has provided financing to a group of three individuals for the purpose of acquiring a used diesel locomotive. This locomotive is to be leased to the Chicago, Madison, and Northern Railway Company (a Wisconsin Corporation.)

We have enclosed the following documents:

1. Copy of UCC-2 describing the locomotive.
2. Specific security agreement.
3. Copy of note payable to bank.
4. Copy of lease between the parties.
5. Registration fee of \$50.00.

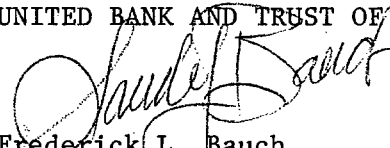
Please perfect our lien on the locomotive and acknowledge perfection in writing to me at the following address:

F. L. Bauch, Jr.
UNITED BANK AND TRUST OF MADISON
Post Office Box 8915
Madison, Wisconsin 53708

If you have any questions please call me at (608) 252-3532.

Sincerely,

UNITED BANK AND TRUST OF MADISON


Frederick L. Bauch
Assistant Vice President

FLB/be

Enclosures

UNITEDBANK

United Bank and Trust of Madison
222 West Washington Avenue
P.O. Box 8915
Madison, Wisconsin 53708
(608) 252-3500

March 2, 1981

INTERSTATE COMMERCE COMMISSION
United States of America
12th & Constitutional Avenue Northwest
Washington, D. C. 20423
ATT: Mildred Lee - Room 2303

RECORDATION NO. 12734 Filed 1425 *AB+C*

JAN 9 1981 -2 22 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

In response to your telephone call I have enclosed notarized copies of the following documents:

1. Copy of UCC-2 describing the locomotive.
2. Specific security agreement. *(Guaranty also included)*
3. Copy of note payable to bank.
4. Copy of lease between the parties.
5. Additional fees of \$150.00

Please perfect our lien on the locomotive and acknowledge perfection in writing to me at the following address:

F. L. Bauch, Jr.
UNITED BANK AND TRUST OF MADISON
Post Office Box 8915
Madison, Wisconsin 53708

Please send a receipt for \$200.00 for all fees.

Sincerely,

UNITED BANK AND TRUST OF MADISON


Frederick L. Bauch
Assistant Vice President

FLB/be

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

1/12/81

OFFICE OF THE SECRETARY

F.L. Bauch, Jr.
United Bank and Trust Of Madison
P.O.Box 8915
Madison, Wisconsin 53708

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **1/9/81** at **2:20pm**, and assigned recordation number(s).

12734, 12734-A, 12734-B & 12734-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

1. SECURITY INTEREST

JAN 9 1981 2 20 PM

The undersigned ("Debtor", whether one or more) grants to UNITED BANK AND TRUST OF MADISON ("Bank") a security interest in the property, wherever located, checked in Section 2 ("Collateral") to secure all debts, obligations and liabilities of Debtor to Bank arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Bank to any Debtor, to any Debtor and another, or to another guaranteed or indorsed by any Debtor ("Obligations").

2. DESCRIPTION OF COLLATERAL

One or more boxes must be checked.

- (a) ☐ **Scheduled Collateral.** If checked here, Debtor's inventory, accounts, contract rights, equipment, general intangibles, instruments, documents of title and chattel paper described in the attached schedule and any additional schedules delivered by Debtor to Bank from time to time;
- (b) ☒ **Specific Collateral.** If checked here, the following described accounts, contract rights, chattel paper, equipment, general intangibles, instruments, documents of title and inventory now owned or hereafter acquired by Debtor:

Inventory consisting of one used 1200 H.P. Electromotive Division of General Motors Diesel Locomotive Model SW7, Registration #202, Engine #10295, including but not limited to all accessories and spare parts. *(Continued below)

- (c) ☐ **All Inventory.** If checked here, all inventory and documents relating to inventory now owned or hereafter acquired by Debtor, including all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials or supplies used or consumed in Debtor's business;
- (d) ☒ **All Receivables.** If checked here, all accounts, contract rights, chattel paper and instruments now owned or hereafter acquired by Debtor;
- (e) ☐ **All Equipment.** If checked here, all equipment and fixtures now owned or hereafter acquired by Debtor;
- (f) ☒ **All General Intangibles.** If checked here, all general intangibles now owned or hereafter acquired by Debtor;

and all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, all returned or repossessed goods the sale or lease of which gave rise to, and all proceeds and products of the foregoing.

3. DEBTOR'S WARRANTIES

Debtor warrants that while any of the Obligations are unpaid:

(a) **OWNERSHIP.** Debtor is the owner of the Collateral free of all encumbrances and security interests (except Bank's security interest), and chattel paper constituting Collateral evidences a perfected security interest in the goods covered by it, free from all other encumbrances and security interests, and no financing statement (other than Bank's) is on file covering the Collateral or any of it. If Inventory is represented or covered by documents of title, Debtor is the owner of the documents, free of all encumbrances and security interests other than Bank's security interest.

(b) **SALE OF GOODS OR SERVICES RENDERED.** Each account and chattel paper constituting Collateral as of this date arose from the performance of services by Debtor or from a bona fide sale or lease of goods, which have been delivered or shipped to the account debtor and for which Debtor has genuine invoices, shipping documents or receipts.

(c) **ENFORCEABILITY.** Each account, contract right and chattel paper constituting Collateral as of this date is genuine and enforceable against the account debtor according to its terms. It and the transaction out of which it arose comply with all applicable laws and regulations. The amount represented by Debtor to Bank as owing by each account debtor is the amount actually owing and is not subject to setoff, credit, allowance or adjustment, except discount for prompt payment, nor has any account debtor returned the goods or disputed his liability.

(d) **DUE DATE.** No payment on any account or chattel paper constituting Collateral described in section 2(a) or (b) is as of this date more than _____ days overdue, there has been no default according to the terms of any such Collateral and no step has been taken to foreclose the security interest it evidences or otherwise enforce its payment.

(e) **FINANCIAL CONDITION OF ACCOUNT DEBTOR.** As of this date Debtor has no notice or knowledge of anything which might impair the credit standing of any account debtor and Debtor will advise Bank upon receipt of any such notice or knowledge affecting Collateral referred to in section 2(a) or (b).

(f) **VALID INCORPORATION.** If a corporation, Debtor is duly organized, validly existing and in good standing under the laws of the state of incorporation and if a foreign corporation is licensed to do business in Wisconsin.

(g) **OTHER AGREEMENTS.** Debtor is not in default under any agreement for the payment of money.

(h) **AUTHORITY TO CONTRACT.** The execution and delivery of this Agreement and any instruments evidencing Obligations will not violate or constitute a breach of Debtor's Articles of Incorporation, By-Laws or any agreement or restriction to which Debtor is a party or is subject.

(i) **ACCURACY OF INFORMATION.** All information, certificates or statements given to Bank pursuant to this Agreement shall be true and complete when given.

(j) **ADDRESSES.** The address of Debtor's residence, or if a corporation or partnership, the address of Debtor's place of business, or if Debtor has more than one place of business, then the address of the Debtor's chief executive office, is shown opposite Debtor's signature. The address where the Collateral will be kept, if different from that appearing opposite Debtor's signature, is _____

Such locations shall not be changed without prior written consent of Bank, but the parties intend that the Collateral, wherever located, is covered by this Agreement.

(k) **CHANGE OF NAME OR ADDRESS.** Debtor shall immediately advise Secured Party in writing of any change in name or address.

(l) **FIXTURES.** If any of the Collateral is affixed to real estate, the legal description of the real estate is: _____

* Cont'd A lease between Motive Associates #2, a Wisconsin joint venture as Lessor and Chicago, Madison and Northern Railway Company, a Wisconsin corporation as Lessee, dated November 17, 1980 and expiring December 31, 1988.

4. SALE AND COLLECTIONS

(a) **SALE OF INVENTORY.** So long as no default exists under any of the Obligations or this Agreement, Debtor may (a) sell inventory in the ordinary course of Debtor's business for cash or on terms approved by Bank, at prices not less than any minimum sale price shown on instruments evidencing Obligations and describing inventory, or (b) with the prior written consent of Bank, lease inventory on terms approved by Bank.

(b) **VERIFICATION AND NOTIFICATION.** Bank may verify Collateral in any manner, and Debtor shall assist Bank in so doing. Upon default Bank may at any time and Debtor shall, upon request of Bank, notify the account debtors to make payment directly to Bank and Bank may enforce collection of, settle, compromise, extend or renew the indebtedness of such account debtors. Until account debtors are so notified, Debtor, as agent of Bank, shall make collections on the Collateral. Bank may at any time notify the bailee of any Collateral of Bank's security interest.

(c) **DEPOSIT WITH BANK.** At any time Bank may require that all proceeds of Collateral received by Debtor shall be held by Debtor upon an express trust for Bank, shall not be commingled with any other funds or property of Debtor and shall be turned over to Bank in precisely the form received (but endorsed by Debtor if necessary for collection) not later than the business day following the day of their receipt. All proceeds of Collateral received by Bank directly or from Debtor shall be applied against the Obligations in such order and at such times as Bank shall determine.

5. DEBTOR'S COVENANTS

Debtor agrees:

(a) **MAINTENANCE OF COLLATERAL.** Debtor shall maintain the Collateral in good condition and repair and not permit its value to be impaired; keep it free from all liens, encumbrances and security interests (other than Bank's security interest); defend it against all claims and legal proceedings by persons other than Bank; pay and discharge when due all taxes, license fees, levies and other charges upon it; not sell, lease or otherwise dispose of it or permit it to become a fixture or an accession to other goods, except for sales or leases of inventory as provided in this Agreement, not permit it to be used in violation of any applicable law, regulation or policy of insurance; and, as to Collateral consisting of instruments and chattel paper, preserve rights in it against prior parties. Loss of or damage to the Collateral shall not release Debtor from any of the Obligations.

(b) **INSURANCE.** Debtor shall keep the Collateral and Bank's interest in it insured under policies with such provisions, for such amounts and by such insurers as shall be satisfactory to Bank from time to time, and shall furnish evidence of such insurance satisfactory to Bank. Debtor assigns (and directs any insurer to pay) to Bank the proceeds of all such insurance and any premium refund, and authorizes Bank to indorse in the name of Debtor any instrument for such proceeds or refunds and, at the option of Bank, to apply such proceeds and refunds to any unpaid balance of the Obligations, whether or not due, and/or to restoration of the Collateral, returning any excess to Debtor. Bank is authorized, in the name of Debtor or otherwise, to make, adjust and/or settle claims under any credit insurance financed by Bank or any insurance on the Collateral, or cancel the same after the occurrence of an event of default.

(c) **MAINTENANCE OF SECURITY INTEREST.** Debtor shall pay all expenses and, upon request, take any action reasonably deemed advisable by Bank to preserve the Collateral or to establish, determine priority of, perfect, continue perfected, terminate and/or enforce Bank's interest in it or rights under this Agreement.

(d) **COLLATERAL RECORDS AND STATEMENTS.** Debtor shall keep accurate and complete records respecting the Collateral in such form as Bank may approve. At such times as Bank may require, Debtor shall furnish to Bank a statement certified by Debtor and in such form and containing such information as may be prescribed by Bank, showing the current status and value of the Collateral.

(e) **INSPECTION OF COLLATERAL.** At reasonable times Bank may examine the Collateral and Debtor's records pertaining to it, wherever located, and make copies of records. Debtor shall assist Bank in so doing.

(f) **SERVICE CHARGE.** In addition to the required payments under the Obligations and this Agreement, Debtor shall pay Bank's then current service charges for servicing and auditing in connection with this Agreement.

(g) **CHATTEL PAPER.** Chattel paper constituting Collateral shall be on forms approved by Bank. Debtor shall promptly mark all such chattel paper, and all copies, to indicate conspicuously the Bank's interest and, upon request, deliver them to Bank.

(h) **UNITED STATES CONTRACTS.** If any accounts or contract rights constituting Collateral arose out of contracts with the United States or any of its departments, agencies or instrumentalities, Debtor will notify Bank and execute writings required by Bank in order that all money due or to become due under such contracts shall be assigned to Bank and proper notice of the assignment given under the Federal Assignment of Claims Act.

(i) **MODIFICATIONS.** Without the prior written consent of Bank, Debtor shall not alter, modify, extend, renew or cancel any Collateral.

(j) **RETURNS AND REPOSSESSIONS.** Debtor shall promptly notify Bank of the return or repossession by Debtor of goods underlying any Collateral and Debtor shall hold and dispose of them only as Bank directs.

6. RIGHTS OF BANK

(a) **AUTHORITY TO PERFORM FOR DEBTOR.** Upon the occurrence of an event of default or if Debtor fails to perform any of Debtor's duties set forth in this Agreement or in any evidence of or document relating to the Obligations, Bank is authorized, in Debtor's name or otherwise, to take any such action including without limitation signing Debtor's name or paying any amount so required, and the cost shall be one of the Obligations secured by this Agreement, and shall be payable by Debtor upon demand with interest from the date of payment by Bank at the highest rate stated in any evidence of any Obligation but not in excess of the maximum rate permitted by law.

(b) **CHARGING DEBTOR'S CREDIT BALANCE.** Debtor grants Bank, as further security for the Obligations, a security interest and lien in any credit balance and other money now or hereafter owed Debtor by Bank or any assignee of Bank and, in addition, agrees that Bank may, at any time after the occurrence of any event of default, without prior notice or demand, setoff against any such credit balance or other money any amount owing upon the Obligations.

(c) **POWER OF ATTORNEY.** Debtor irrevocably appoints any officer of Bank as Debtor's attorney, with power to receive, open and dispose of all mail addressed to Debtor; to notify the Post Office authorities to change the address for delivery of all mail addressed to Debtor to such address as Bank may designate; and to endorse the name of Debtor upon any instruments which may come into Bank's possession. Debtor agrees that Obligations may be created by drafts drawn on Bank by shippers of inventory named in section 10. Debtor authorizes Bank to honor any such draft when accompanied by invoices aggregating the amount of the draft and describing inventory to be shipped to Debtor. Debtor appoints any employee of Bank as Debtor's attorney, with full power to sign Debtor's name on any instrument evidencing an Obligation, or any renewals or extensions, for the amount of such drafts honored by Bank and such instruments may be payable at fixed times or on demand, and shall bear interest at the rate from time to time fixed by Bank. Debtor agrees, upon request of Bank, to execute any such instruments. This power of attorney may be revoked by Debtor only by written notice to Bank and no such revocation shall affect any instruments executed prior to the receipt by Bank of such notice. All acts of such attorney are ratified and approved and he is not liable for any act or omission or for any error of judgment or mistake of fact or law.

(d) **NON-LIABILITY OF BANK.** Bank has no duty to determine the validity of any invoice, the authority of any shipper named in section 10 to ship goods to Debtor or compliance with any order of Debtor. Bank has no duty to protect, insure, collect or realize upon the Collateral or preserve rights in it against prior parties. Debtor releases Bank from any liability for any act or omission relating to the Obligations, the Collateral or this Agreement, except Bank's wilful misconduct.

7. DEFAULT

Upon the occurrence of one or more of the following events of default,

Nonperformance. Debtor fails to pay when due any of the Obligations or to perform, or rectify breach of, any warranty or other undertaking by Debtor in this Agreement or in any evidence of or document relating to the Obligations;

Inability to Perform. Debtor or a surety for any of the Obligations dies, ceases to exist, becomes insolvent or the subject of bankruptcy or insolvency proceedings;

Misrepresentation. Any representation made to induce Bank to extend credit to Debtor, under this Agreement or otherwise, is false in any material respect when made; or

Insecurity. Any other event which causes Bank in good faith to deem itself insecure;

all of the Obligations shall, at the option of Bank and without any notice or demand, become immediately payable; and Bank shall have all rights and remedies for default provided by the Wisconsin Uniform Commercial Code, as well as any other applicable law and any evidence of or document relating to the Obligations. With respect to such rights and remedies,

(a) **REPOSSESSION.** Bank may take possession of Collateral without notice or hearing, which Debtor waives.

(b) **ASSEMBLING COLLATERAL.** Bank may require Debtor to assemble the Collateral and to make it available to Bank at any convenient place designated by Bank.

(c) **NOTICE OF DISPOSITION.** Written notice, when required by law, sent to any address of Debtor in this Agreement at least 10 calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral is reasonable notice.

(d) **EXPENSES AND APPLICATION OF PROCEEDS.** Debtor shall reimburse Bank for any expense incurred by Bank in protecting or enforcing its rights under this Agreement including, without limitation, reasonable attorneys' fees and legal expenses and all expenses of taking possession, holding, preparing for disposition and disposing of the Collateral. After deduction of such expenses, Bank may apply the proceeds of disposition to the Obligations in such order and amounts as it elects.

(e) **WAIVER.** Bank may permit Debtor to remedy any default without waiving the default so remedied, and Bank may waive any default without waiving any other subsequent or prior default by Debtor.

8. PERSONS BOUND

The obligations hereunder of all Debtors are joint and several. This Agreement benefits Bank, its successors and assigns, and binds Debtor(s) and their respective heirs, personal representatives, successors and assigns.

9. INTERPRETATION

The validity, construction and enforcement of this Agreement are governed by the internal laws of Wisconsin. All terms not otherwise defined have the meanings assigned to them by the Wisconsin Uniform Commercial Code. Invalidity of any provision of this Agreement shall not affect the validity of any other provision.

10. SHIPPERS

Shippers authorized to draw drafts on Bank are:

11. OTHER PROVISIONS

Signed and Sealed on November 17, 1980.

MOTIVE ASSOCIATES #2, A Wisconsin Jt. Venture

X C. Robert Jackson (SEAL)
DEBTOR
C. Robert Jackson, Joint Venturer

X Kenneth M. Klatt (SEAL)
DEBTOR
Kenneth M. Klatt, Joint Venturer

X John F. Suby, Joint Venturer

Address: % Art Jensen
SEE SECTION 3(j)
2623 Monroe Street

County: Madison, WI 53711, Dane County

*Type or print name signed above.

STATE OF WISCONSIN

COUNTY OF DANE

I, the undersigned being first duly sworn oath, deposes and says that he is the person who signed the foregoing instrument, that he has read the contents thereof and that the same are true and correct.

Subscribed and sworn to before me this 17 day of Nov., 1980.

Notary Public
DANE County,
Wisconsin.

My Commission Expires 4-18-1982

JACKSON, C. Robert, KLATT, Kenneth M.
and SUBY, John F.

UNITED BANK
AND TRUST OF MADISON

NOV 17 1980

BUSINESS NOTE

NO 38600 Date November 17, 1980 Due November 17, 1985 \$ 85,000.00

This Note made at Madison, Wisconsin, Five Years
after the date hereof, the undersigned (the "Maker" whether one or more), for value received, promises to pay to the
order of UNITED BANK AND TRUST OF MADISON, at its office in the city of Madison, Wisconsin,

Eighty-Five Thousand and no/100 Dollars,
together with interest thereon calculated on a 360 -day basis from the date hereof at the rate of:

☐ n/a % per annum until paid.

☒ United Bank and Trust of Madison's prevailing prime rate of interest
plus 1.00 %, adjusted daily, until paid.

If the holder deems itself insecure, the unpaid balance shall, at the option of the holder and without notice, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any Maker, Surety, Indorser, or Guarantor becomes the subject of bankruptcy or other insolvency proceedings. Unpaid principal and interest shall bear interest after maturity (whether by acceleration or lapse of time) at the rate of United Bank and Trust of Madison's prevailing prime rate of interest plus 5%, adjusted daily, until paid.

This Note is secured by all contractual agreements between United Bank and Trust of Madison and any Maker, Surety, Indorser, or Guarantor, of this Note, the terms of which agreements pledge any real or personal property or thing of value as collateral for the repayment of this Note, whether such agreements are existing, future or of even date herewith, and payment may be accelerated according to any of them. Any indebtedness due all or any of the Makers from the holder hereof may be applied hereon at any time before or after the maturity hereof. All Makers, Sureties, Indorsers, and Guarantors agree to pay all costs of collection, including reasonable attorneys' fees, and waive presentment, protest, demand, and notice of dishonor.

This Note may be prepaid in full or in part at any time without penalty. If this Note is prepaid in full, unearned interest, if any, will be refunded if required by law.

Without affecting the liability of any Maker, Surety, Indorser, or Guarantor, the holder may without notice, renew this Note or extend the time of payment, accept partial payments, release or impair any collateral security for the payment of this Note, waive any default hereunder, or agree not to sue any party liable hereon.

United Bank and Trust of Madison has not made any representations or warranties with respect to, and does not assume any responsibility for, the collectability or enforceability of this Note or any collateral securing this Note or the financial condition of any Maker. Each Maker hereby declares that he has independently determined the collectability and enforceability of the Note and the value and nature of any collateral securing this Note and has made an independent appraisal of each Maker's creditworthiness.

Monthly payments of \$2,100.00 to be made on 17th of each month commencing with 12-17-80.
Payments to be applied first to interest, the remainder to principal.

The undersigned being first duly sworn oath, deposes and says that he is the person who signed the foregoing instrument, that he has read the contents thereof and that the same are true and correct.

Address % Art Jensen
2623 Monroe Street
Madison, WI 53711 17 day of Nov. 1980

Notary Public

Wisconsin.

My Commission Expires

4-18-1982

X

X

X

C. Robert Jackson

Kenneth M. Klatt

John F. Suby

(Seal)

(Seal)

(Seal)

(Seal)

FLB/rs 11-17-80

RL 2359